

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613840

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CWD, LLC		12/09/2020	Limited Liability Company: CALIFORNIA
Qualis Automotive, L.L.C.		12/09/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	90271786	QUALIS
Serial Number:	90305419	
Registration Number:	4546158	QUALIS
Registration Number:	2477374	AEROROTOR
Registration Number:	5097537	BALANCED BRAKE SYSTEMS
Registration Number:	5097538	BALANCED BRAKE UPGRADES
Registration Number:	3752010	BRAKE LATE, FINISH FIRST
Registration Number:	3030604	CENTRIC PARTS
Registration Number:	5203206	CRYO-STOP
Registration Number:	3061251	CTEK
Registration Number:	2858527	POSI QUIET
Registration Number:	3900428	POWER SLOT
Registration Number:	3133557	POWER SLOT PLUS
Registration Number:	5662569	PQ PRO
Registration Number:	2650518	SPORTSTOP
Registration Number:	2512544	STOPTECH
Registration Number:	3722196	TROPHY BIG BRAKE KIT

CH \$465.00 90271786

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5592205	TACTICAL POLICE DUTY BRAKE PADS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 415-591-1000
Email: trademarksSF@winston.com
Correspondent Name: Laura M. Franco
Address Line 1: 101 California Street
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Laura M. Franco
SIGNATURE:	/Laura M. Franco/
DATE SIGNED:	12/11/2020

Total Attachments: 7

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ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This ABL INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement Supplement”) dated as of December 9, 2020, is made by the Persons listed on the signature pages hereof (each, a “Grantor”) in favor of BANK OF AMERICA, N.A., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TRICO GROUP HOLDINGS, LLC, a Delaware limited liability company, FIRST BRANDS GROUP, LLC (*formerly known as Trico Group, LLC*), a Delaware limited liability company, and TRICO LIMITED, a limited company organized under the laws of England and Wales, have entered into that certain ABL Credit Agreement dated as of February 2, 2018 (as amended by that certain First Amendment to ABL Credit Agreement, dated as of June 1, 2018, that certain Second Amendment to ABL Credit Agreement, dated as of January 8, 2019, that certain Third Amendment to ABL Credit Agreement, dated as of January 29, 2019, that certain Consent to ABL Credit Agreement, dated as of February 26, 2019, that certain Fourth Amendment to ABL Credit Agreement, dated as of April 18, 2019, that certain Fifth Amendment to ABL Credit Agreement, dated as of July 31, 2020, that certain Sixth Amendment to ABL Credit Agreement, dated as of November 12, 2020 and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent, and each other Borrower and Lender from time to time party thereto. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, each Grantor and such other Persons have executed and delivered that certain ABL Security Agreement dated as of February 2, 2018 made by the U.S. Loan Parties to the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1.01. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent and its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

- (a) all Patents (as defined in the Security Agreement) including, without limitation, each Patent set forth in Schedule A hereto;
- (b) all Patent Licenses (as defined in the Security Agreement);
- (c) all Trademarks (as defined in the Security Agreement) including, without limitation, each Trademark set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest

therein would impair the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law);

(d) all Trademark Licenses (as defined in the Security Agreement);

(e) all Copyrights (as defined in the Security Agreement) including, without limitation, the Copyrights listed in Schedule C hereto;

(f) all Copyright Licenses (as defined in the Security Agreement);
and

(g) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto.

Section 1.02. Excluded Assets. Notwithstanding anything herein alluding to the contrary, none of the Excluded Assets shall constitute Additional Collateral.

Section 1.03. Security for Obligations. The grant of a security interest in the Additional Collateral by each Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation, obligations of such Grantor under the U.S. Guarantee.

Section 1.04. Recordation. Each Grantor authorizes the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other government officer, as applicable, to record this IP Security Agreement Supplement.

Section 1.05. Execution in Counterparts. This IP Security Agreement Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement Supplement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement Supplement.

Section 1.06. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 1.07. Governing Law. THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

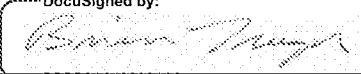
Section 1.08. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement Supplement in any Additional Collateral and the exercise of any right or remedy by the Collateral Agent, with respect to any Additional Collateral hereunder, are subject to (i) the provisions of the ABL Intercreditor Agreement and (ii) the provisions of the First Lien-Second Lien Intercreditor Agreement. In the event of any conflict (i) between the terms of the ABL Intercreditor Agreement and the terms of this IP Security Agreement Supplement, the terms of the ABL Intercreditor Agreement shall govern and control and (ii) between the terms of the First Lien-Second Lien Intercreditor Agreement and the terms of this IP Security Agreement, the terms of the First Lien-Second Lien Intercreditor Agreement shall govern and control.

[Signature page follows]

IN WITNESS WHEREOF, the Grantors have caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

CWD, LLC
QUALIS AUTOMOTIVE, L.L.C.

DocuSigned by:

By: _____
Name: Brian Troyer
Title: General Counsel, EVP & Secretary

Address for Notices:

c/o First Brands Group, LLC
127 Public Square, 5330
Cleveland, OH 44114
Attention: Patrick James

Schedule A

UNITED STATES PATENTS

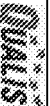
United States Patents
Patents

Grantor	Name of Patent	Country	Reg. Date / (App Date)	Reg. No. / (App No.)
CWD, LLC	"BRAKE PISTONS AND PISTON NOSES"	U.S.	1/8/2019	10,174,840
CWD, LLC	"BRAKE PISTONS AND PISTON NOSES"	U.S.	7/15/2014	8,776,956
CWD, LLC	"DRIVE PIN ASSEMBLY"	U.S.	5/27/2014	8,733,518
CWD, LLC	"MATERIAL FOR BRAKE PADS, BRAKE PADS INCORPORATING THE SAME, AND METHODS OF MAKING SUCH MATERIAL AND BRAKE PADS"	U.S.	(7/24/2018)	(16/044,478)*

TRADEMARK

REEL: 007131 FRAME: 0108

Schedule B
UNITED STATES TRADEMARKS
Trademarks

Grantor	Name of Trademark	Country	Reg. No./ (App. No.)	Reg. Date / (App. Date)
Qualis Automotive, L.L.C.	QUALIS 	U.S.	(90271786)*	(10/22/20)
CWD, LLC	AEROROTOR	U.S.	2,477,374	08/14/01
CWD, LLC	BALANCED BRAKE SYSTEMS	U.S.	5,097,537	12/6/16
CWD, LLC	BALANCED BRAKE UPGRADES	U.S.	5,097,538	12/6/16
CWD, LLC	BRAKE LATE FINISH FIRST	U.S.	3,752,010	02/23/10
CWD, LLC	CENTRIC PARTS	U.S.	3,030,604	12/13/05
CWD, LLC	CRYO-STOP	U.S.	5,203,206	5/16/17
CWD, LLC	CTEK	U.S.	3,061,251	02/21/06
CWD, LLC	POSI QUIET	U.S.	2,858,527	06/29/04
CWD, LLC	POWER SLOT	U.S.	3,900,428	01/04/11
CWD, LLC	POWER SLOT PLUS	U.S.	3,133,557	08/22/06
CWD, LLC	PQ PRO	U.S.	5,662,569	1/22/19
CWD, LLC	SPORTSTOP	U.S.	2,650,518	11/12/02
CWD, LLC	STOPTECH	U.S.	2,512,544	11/27/01
CWD, LLC	TROPHY BIG BRAKE KIT	U.S.	3,722,196	12/08/09
CWD, LLC	TACTICAL POLICE DUTY BRAKE PADS	U.S.	5,592,205	10/23/18
CWD, LLC	RS 200 PROTECTIVE COATING	U.S.	(88060128)*	(07/31/18)
CWD, LLC	Design of Brake Pad Packaging	U.S.	(90305419)*	(11/8/2020)

* Indicates application

Schedule C

UNITED STATES COPYRIGHTS

United States Copyrights

None.

United States Copyright Applications

None.

TRADEMARK

REEL: 007131 FRAME: 0110